

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA5	Page 1 of 82
2. Contract No.		3. Solicitation No. DAAE20-99-R-0132		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 1999JUL19	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM-ROCK ISLAND AMSTA-CM-CREC ROCK ISLAND IL 61299-7630			Code W52H09	8. Address Offer To (If Other Than Item 7)		

SOLICITATION

NOTE: In sealed bid solicitations offer and offeror mean bid and bidder .

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until _____
03:45pm (hour) local time 1999AUG26 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name MARIA E. RODRIGUEZ E-mail address: RODRIGUEZM@RIA.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309) 782-5719
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is Different From Blk 15A- Furnish Such Address In Offer <input type="checkbox"/>		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
SCD PAS ADP PT			Code	
26. Name of Contracting Officer (Type or Print)			27. United States Of America (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY:

THIS SOLICITATION IS THE FINAL RELEASE OF SOLICITATION DAAE20-99-R-0132 (REPLACES THE DRAFT VERSION RELEASED ON 24 MAY 1999). NOTE A NUMBER OF CHANGES HAVE BEEN MADE TO VARIOUS SECTIONS OF THE SOLICITATION, INCLUDING BUT NOT LIMITED TO SECTIONS A, E, H, I, L AND M, OFFERORS ARE REQUESTED TO CAREFULLY REVIEW THE FINAL SOLICITATION AS YOU ARE RESPONSIBLE FOR THE TERMS AND CONDITIONS AS SET FORTH IN THIS FORMAL SOLICITATION.

THIS REQUEST FOR PROPOSAL SUBMISSION SHALL BE IN TWO PHASES. PHASE I SHALL CONSIST OF THE WRITTEN TECHNICAL/DESIGN PROPOSAL ONLY. THE CLOSING DATE FOR PHASE I IS AS STATED ON THE STANDARD FORM 33, THOSE OFFERORS WHO SUCCESSFULLY PASS PHASE I WILL BE INVITED TO PRESENT AN ORAL PRESENTATION (PHASE II) ADDRESSING THE EVALUATION FACTORS LISTED IN SECTIONS M WHICH CONSISTS OF TECHNICAL/CARBON FILL, QUALITY AND PAST PERFORMANCE. OFFERORS WILL BE GIVEN A COMMON CLOSING DATE FOR PHASE II SUBMISSION OF THE BRIEFING CHARTS AS WELL AS THE WRITTEN SMALL BUSINESS PARTICIPATION AND PRICE PROPOSALS.

IN AN EFFORT TO MOST EFFECTIVELY ACCOMPLISH THIS CONTRACT, THE GOVERNMENT PROPOSES TO PARTICIPATE IN A CONCEPT CALLED "PARTNERING" WITH THE CONTRACTOR AND HIS SUBCONTRACTORS. THIS COOPERATIVE WOULD STRIVE TO DRAW ON THE STRENGTHS OF EACH ORGANIZATION IN AN EFFORT TO ACHIEVE A QUALITY PRODUCT THE FIRST TIME AND ON SCHEDULE. THIS EFFORT WOULD BE TOTALLY VOLUNTARY. ACCORDINGLY, THE CONTRACTOR SHALL NOT INCLUDE COSTS ASSOCIATED WITH THIS PARTNERING EFFORT AS PART OF THIS SOLICITATION. THIS PROGRAM, IF ADOPTED, WILL BE INCORPORATED AFTER AWARD.

END OF NARRATIVE

*** END OF NARRATIVE A002 ***

	Regulatory Cite	Title	Date
A-1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
	(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
	(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
	(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		

(AA7020)

A-2	52-201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
	a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
	b. If you think that this solicitation: <ol style="list-style-type: none"> has inappropriate requirements; or needs streamlining; or 		

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Name of Offeror or Contractor:		

3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer’s name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn’t respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-CM-CR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: AMSTA-AC-PC@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

AS7006

A-3 52.204-4500 NOTICE OF REQUIREMENT FOR USE OF ELECTRONIC DATA INTERCHANGE (EDI) FEB/1999
ACALA

This solicitation and any resulting contract are subject to the "Required Use of Electronic Data Interchange (EDI)" clause contained in Section H of this document.

(End of clause)

(AS7007)

A-4 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-5 52.211-4503 INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL DEC/1997
TACOM-RI SPECIFICATIONS AND STANDARDS

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
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Name of Offeror or Contractor:

	SPEC/STANDARD	REQUIREMENT		
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- (c) An offeror proposing to use an SPI process under this soliciltation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
- (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

A-6 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
 TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.
2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).
3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

Name of Offeror or Contractor:

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-7	52.233-4503	AMC-LEVEL PROTEST PROGRAM	JUN/1998
	ACALA		

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

AS7010

A-8	52.243-4510	DIRECT VENDOR DELIVERY	JAN/1999
	TACOM-RI		

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

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Name of Offeror or Contractor:

(AS7012)

A-9 52.245-4576 NOTICE OF DEMILITARIZATION REQUIREMENT MAR/1995
TACOM-RI

This solicitation and any resulting contract are subject to the ''Demilitarization - Small Arms Weapons and Parts, and Accessories (Category I - Munitions List Items)'' clause contained in Section H of this document.

(End of clause)

AS7500

A-10 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

A-11 52.248-4501 PRODUCTION LEAD TIME (PLT) REDUCTION - VALUE ENGINNERING - ALTERNATE FEB/1999
TACOM-RI I

(a) One of the current Government initiatives is the reduction of production lead time (PLT). Every day of PLT is an expense to the Government

(b) This clause does not constitute a requirement to submit a value engineering change, however, voluntary participation is encouraged.

(c) Utilization of the Value Engineering Clause (FAR 52.248-1) allows the Government to reward contractors for ideas which reduce acquisition cost, and those ideas which reduce agency costs such as operation, maintenance and logistic support through reduced PLT. These reductions in PLT must be sustained through changes in item configuration, material type, etc. and meet the criteria of the Value Engineering Clause. The reduction in PLT must be sustainable and repeatable on all future contracts for the same component part/NSN.

(d) Savings/payment for the reduction of PLT will be based on (1) the actual dollar savings, less any Government costs not previously offset, as calculated by the NSN Supply Performance Analyzer (NSNSPA) Model and (2) the percent of collateral savings authorized (which is dependent on the number of days of PLT reduced) as shown in the table below. In no event will the Contractor's share of the collateral savings exceed the dollar value of the average annual use of the item. Additionally, collateral savings calculated are subject to the limitations of FAR 52.248-1(j).

<u>Days of PLT Reduced</u>	<u>% of Collateral Savings</u>
30-45	40%
46-90	50%
91-135	60%
136-180	70%

(e) Because the contract resulting from this solicitation will cover numerous NSN's, the contractor is requested, not

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obligated, to inform the contracting officer of any item under this contract which may be a candidate for PLT reduction. For any item(s) identified by the contractor, the Government will calculate the potential savings for that NSN using the NSN Supply performance Analyzer (NSNSPA) Model as discussed above. The contracting officer will then inform the contractor of the estimated savings based on the number of days reduced and the corresponding savings percentage.

(f) Any reductions in PLT which are attained through this program will become the new standard for PLT for that item. All future solicitations for that item will carry the revised production lead time.

(g) Production lead time reduction ideas should be submitted utilizing the standard Engineering Change Proposal from DD 1692.

(End of clause)

(AS7001)

A-12 THE C2A1 CANISTER SHALL BE CONSTRUCTED IN ACCORDANCE WITH PERFORMANCE SPECIFICATION MIL-PRF-51560A. THE TDP 5-3-1520 PROVIDED IS FOR REFERENCE ONLY. THIS REFERENCE TDP HAS BEEN USED SUCCESSFULLY IN THE PAST TO PRODUCE C2A1 CANISTERS. EVEN WITH THIS DETAILED DESIGN, OFFERORS ARE ADVISED THAT MEETING AIRFLOW RESISTANCE AND GAS LIFE REQUIREMENTS DEPENDS ON PROCESS CONTROL RATHER THAN SIMPLY BUILDING TO PRINT. CHARCOAL BEDS MUST BE AS UNIFORM IN DENSITY AND PARTICLE SIZE DISTRIBUTION AS POSSIBLE AND AS DENSE AS POSSIBLE WITHOUT EXCEEDING AIRFLOW RESISTANCE LIMITS TO WITHSTAND ROUGH HANDLING AND MEET GAS LIFE REQUIREMENTS.

A-13 THE OFFEROR SHALL PROVIDE OBJECTIVE EVIDENCE AND CERTIFY THAT THE MATERIALS OF CONSTRUCTION COMPLY WITH THE MATERIAL AND COMPONENT REQUIREMENTS OF MIL-PRF-51560A, PARAGRAPH 3.2.

A-14 FOR CLARIFICATION PURPOSES - PER PERFORMANCE SPECIFICATION MIL-PRF-51560, PERFORMANCE VERIFICATION TESTING CONSISTS OF TWO CLASSIFICATIONS OF INSPECTION:

- (A) FIRST ARTICLE INSPECTION (SEE 4.2)
- (B) CONFORMANCE INSPECTION (SEE 4.3)

CLIN 0002, ENTITLED "FIRST ARTICLE TEST REPORT" - BE ADVISED THAT AS A RESULT OF INCORPORATION OF PERFORMANCE SPECIFICATION MIL-PRF-51560A, ADDITIONAL PRE-PRODUCTION TESTS WERE ADDED TO THE FIRST ARTICLE TEST REQUIREMENTS TO VERIFY THAT THE PERFORMANCE REQUIREMENTS WILL BE MET. THIS SOLICITATION AND RESULTING CONTRACT REQUIRES THAT ALL COSTS ASSOCIATED WITH FIRST ARTICLE TESTING, INCLUDING THOSE REQUIRED TO BE CONDUCTED BY THE GOVERNMENT (SEE MIL-PRF-51560A AND SECTION E CLAUSES), BE BORNE BY THE CONTRACTOR; THEREFORE, THOSE COSTS SHALL BE INCLUDED IN THE CONTRACT LINE ITEM NUMBER (CLIN)0002. OFFERORS MAY CONTACT THE POINTS OF CONTACT (POCS) LISTED ON SECTION E-4 CLAUSE ENTITLED "FIRST ARTICLE TEST (GOVERNMENT TESTING)" TO OBTAIN COST ESTIMATES. BE ADVISED THAT PARTIAL OR ENTIRE FIRST ARTICLE TESTING MAY BE WAIVED BY THE GOVERNMENT; THEREFORE, REQUESTS FOR WAIVER OF FIRST ARTICLE TEST REQUIREMENTS SHOULD BE CLEARLY DEFINED IN THE OFFEROR'S PROPOSAL. OFFERS FOR CLIN 0002 SHALL BE SUBMITTED ON A FIXED PRICE BASIS.

CONFORMANCE TESTS OR PRODUCTION LOT TESTING ON EACH LOT OF FILTERS TENDERED TO THE GOVERNMENT FOR ACCEPTANCE SHALL BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH MIL-PRF-51560A (SEE TABLE V). THE COST OF THIS TESTING SHALL BE BORNE BY THE CONTRACTOR AND SHALL BE INCLUDED IN THE PRODUCTION CLIN 0001 UNIT PRICES.

A-15 IN ADDITION TO THE ABOVE STATED PERFORMANCE VERIFICATION TEST REQUIREMENTS, SURVEILLANCE TEST SAMPLES ARE REQUIRED TO BE RANDOMLY SELECTED FROM EACH PRODUCTION LOT OF C2A1 CANISTERS IN ACCORDANCE CLAUSE E-11 ENTITLED "SURVEILLANCE TEST SAMPLES". THE SURVEILLANCE CANISTERS WILL BE PULLED FROM THE PRODUCTION QUANTITY DELIVERABLES OF CLIN 0001. THE SURVEILLANCE CANISTERS SHALL BE DIVERTED FROM THE CLIN 0001 DELIVERABLES OF EACH DELIVERY ORDER ON AN AS NEEDED BASIS. THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER OF THE QUANTITY OF SURVEILLANCE CANISTERS THAT ARE REQUIRED TO BE DIVERTED TO PINE BLUFF ARSENAL, PRIOR TO THE FINAL SHIPMENT OF OF EACH DELIVERY ORDER. FOB POINT AND UNIT PRICE SHALL BE AS STATED ON THE DELIVERY ORDER FOR CLIN 0001.

A-16 THE REQUEST FOR PROPOSALS TO INCLUDE THE COST FOR PRODUCTION LOT TESTING OF THE "CARBON" IS WITHDRAWN DUE TO THE DIFFICULTY IN PREDICTING THE FUTURE COST AND NUMBER OF CARBON PRODUCTION LOTS REQUIRED TO BE TESTED TO FULFILL FUTURE ORDERS. IT IS DETERMINED NECESSARY TO HAVE THE COST OF THE CARBON PRODUCTION LOT TESTING EXCLUDED FROM THE OFFEROR'S PROPOSAL. THE GOVERNMENT WILL CONTINUE TO DIRECTLY FUND THE GOVERNMENT LAB TO PERFORM CARBON LOT TESTING AS DEEMED NECESSARY FOR PERFORMANCE OF THE CONTRACT. CARBON LOTS TESTED AND APPROVED UNDER THE RESULTING CONTRACT SHALL BE AUTHORIZED FOR USE ONLY ON DELIVERY ORDERS PLACED UNDER THE RESULTING REQUIREMENTS CONTRACT, UNLESS OTHERWISE AUTHORIZED BY THE PROCURING CONTRACTING OFFICER.

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Name of Offeror or Contractor:

A-17 THIS SOLICITATION DAAE20-99-R-0132, FOR C2A1 CANISTERS WILL RESULT IN THE COMPETITIVE AWARD OF A LONG TERM, FIXED PRICED, 5 YEAR REQUIREMENTS TYPE CONTRACT (SEE FAR 16.503). THE CONTRACT WILL INCLUDE FIVE ORDERING PERIODS AS SET FORTH BELOW. THE ORDERING PERIODS AND THE ESTIMATED REQUIREMENTS AND DATES COVERED BY THE REQUIREMENTS CONTRACT ARE AS FOLLOWS. THE GOVERNMENT IS UNDER NO OBLIGATION TO ORDER ANY QUANTITY UNDER THE REQUIREMENTS PORTION OF THIS CONTRACT.

ORDERING PERIOD	ESTIMATED REQUIREMENT	ORDER PERIOD TIMEFRAME
01	357,800 EA	DATE OF BASIC CONTRACT AWARD THROUGH SEPTEMBER 30, 2000
02	238,000 EA	OCTOBER 01, 2000 THROUGH SEPTEMBER 30, 2001
03	220,000 EA	OCTOBER 01, 2001 THROUGH SEPTEMBER 30, 2002
04	218,000 EA	OCTOBER 01, 2002 THROUGH SEPTEMBER 30, 2003
05	151,000 EA	OCTOBER 01, 2003 THROUGH SEPTEMBER 30, 2004

THE PROJECTED MINIMUM AND MAXIMUM QUANTITY ORDERING RANGES ARE SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITITIES AGAINST WHICH TO PROVIDE PRICES AND TO ESTABLISH ORDERING LIMITATIONS. IT IS ANTICIPATED THAT THE ESTIMATED REQUIREMENT PER ORDERING PERIOD WILL BE FUNDED SEMIANNUALLY.

A-18 THE FOB POINT FOR CLIN 0001 IS FOB DESTINATION. THE SHIP TO ADDRESS FOR CLIN 0001 SHALL BE AS FOLLOWS, WITH THE EXCEPTION OF THE SURVEILLANCE TEST SAMPLES REQUIRED IN ACCORDANCE WITH CLAUSE E-11:

TRANSPORTATION OFFICE	DEST CODE: W22PVJ
BLUE GRASS ACTIVITY	
RICHMOND, KY 40475	

ANY CHANGES IN SHIP TO DESTINATIONS AFTER AWARD SHALL BE PROCESSED IN ACCORDANCE WITH THE CHANGES CLAUSE, FAR 52.243-1 AND CLAUSE A-8, ENTITLED "DIRECT VENDOR DELIVERY".

A-19 DELIVERY SCHEDULE

ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY U.S ARMY, TACOM, ATTN: AMSTA-CM-CREC, ROCK ISLAND, IL 61299-7630 WITH FIRM DELIVERY DATES.

DELIVERIES WILL COMMENCE AS FOLLOWS:

C2A1 CANISTER, WITH FIRST ARTICLE

FIRST ARTICLE TEST REPORT, CONTRACTOR TESTING	150 DAYS AFTER DATE OF DELIVERY ORDER (ADDO)
FIRST ARTICLE TEST REPORT, GOVERNMENT TESTING	210 DAYS ADDO
PRODUCTION QUANTITY	270 DAYS ADDO

C2A1 CANISTER, WITHOUT FIRST ARTICLE

PRODUCTION QUANTITY	150 DAYS ADDO
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THE MONTHLY PRODUCTION DELIVERY QUANTITIES WILL BE EVENLY DISTRIBUTED WITHIN EACH ORDERING PERIOD (OR FUNDING PERIOD, WHEN SEMIANNUAL FUNDING IS ANTICIPATED), WITH A MAXIMUM LIMITATION OF NO MORE THAN 60,000 EACH C2A1 CANISTERS SCHEDULED FOR DELIVERY PER MONTH.

*** END OF NARRATIVE A001 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>C2A1 CANISTER</u></p> <p>SECURITY CLASS: Unclassified NSN: 4240-01-361-1319 FSCM: 81361 PART NR: 5-3-1520 SECURITY CLASS: UNCLASSIFIED</p> <p>SECTION C - Description/Specs/Work Statement TOP DRAWING NR: MIL-PRF-51560 REVISION: A DATE: 17-JUL-1997</p> <p>SECTION D - Packing and Marking PACKING/PACKING/SPECIFICATIONS: P5-3-1520, REV G LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p>SECTION E - Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>(End of narrative B001)</p> <p>SECTION F - <u>Deliveries and Performance</u></p> <p>ORDERING PERIOD 01: Date of Contract Award through 30-Sep-2000</p> <p>RANGE I: 35,000 TO 105,000</p> <p>RANGE II: 105,001 TO 210,000</p> <p>RANGE III: 210,001 TO 350,000</p> <p>RANGE IV: 350,001 TO 525,000</p> <p>RANGE V: 525,001 TO 720,000</p> <p>FOB POINT: Destination</p> <p>ORDERING PERIOD 02: 01-OCT-2000 through 30-SEP-2001</p> <p>RANGE I: 35,000 TO 105,000</p> <p>RANGE II: 105,001 TO 210,000</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	RANGE III: 210,001 TO 350,000		EA	\$ _____	
	RANGE IV: 350,001 TO 525,000		EA	\$ _____	
	RANGE V: 525,001 TO 720,000		EA	\$ _____	
	FOB POINT: Destination				
	ORDERING PERIOD 03: 01-OCT-2001 through 30-SEP-2002				
	RANGE I: 35,000 TO 105,000		EA	\$ _____	
	RANGE II: 105,001 TO 210,000		EA	\$ _____	
	RANGE III: 210,001 TO 350,000		EA	\$ _____	
	RANGE IV: 350,001 TO 525,000		EA	\$ _____	
	RANGE V: 525,001 TO 720,000		EA	\$ _____	
	FOB POINT: Destination				
	ORDERING PERIOD 04: 01-OCT-2002 through 30-Sep-2003				
	RANGE I: 35,000 TO 105,000		EA	\$ _____	
	RANGE II: 105,001 TO 210,000		EA	\$ _____	
	RANGE III: 210,001 TO 350,000		EA	\$ _____	
	RANGE IV: 350,001 TO 525,000		EA	\$ _____	
	RANGE V: 525,001 TO 720,000		EA	\$ _____	
	FOB POINT: Destination				
	ORDERING PERIOD 05: 01-OCT-2003 through 30-Sep-2004				
	RANGE I: 35,000 TO 105,000		EA	\$ _____	
	RANGE II: 105,001 TO 210,000		EA	\$ _____	

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	RANGE III: 210,001 TO 350,000		EA	\$ _____	
	RANGE IV: 350,001 TO 525,000		EA	\$ _____	
	RANGE V: 525,001 TO 720,000		EA	\$ _____	
	FOB POINT: Destination				
	(End of narrative B002)				
	<u>Packaging and Marking</u>				
	<u>Supplies or Services and Prices/Costs</u>				
	DATA ITEM - FIRST ARTICLE TEST REPORT				
	SECURITY CLASS: Unclassified				
	NOUN: FIRST ARTICLE TEST REPORT - CONTRACTOR TESTING		LO	\$ _____ N/A _____	\$ _____
	SECURITY CLASS: UNCLASSIFIED				
	OFFERORS SHALL INCLUDE UNDER THIS SUBCLIN ALL CHARGES FOR SERVICES FOR THE FIRST ARTICLE CONTRACTOR TESTING REQUIREMENTS.				
	SECTION E - FIRST ARTICLE TESTING SHALL BE PERFORMED IAW CLAUSEE-5 (ES6031) AND PERFORMANCE SPECIFICATION MIL-PRP-51560A.				
	<u>SECTION E - Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination				
	<u>SECTION F - Deliveries or Performance</u> TEST AND INSPECTION REPORT: 150 DAYS AFTER AWARD OF DELIVERY ORDER				
	FOB POINT: Destination				
	NOUN: FIRST ARTICLE TEST REPORT - GOVERNMENT TESTING		LO	\$ _____ N/A _____	\$ _____
	SECURITY CLASS: UNCLASSIFIED				
	OFFERORS SHALL INCLUDE UNDER THIS SUBCLIN ALL CHARGES FOR SERVICES FOR THE FIRST ARTICLE GOVERNMENT TESTING REQUIREMENTS, INCLUDING ANY THE COST OF TESTS PERFORMED BY THE GOVERNMENT LABORATORY.				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>SECTION E: FIRST ARTICLE TESTING SHALL BE PERFORMED IAW E-4 (CLAUSE ES6033) AND PERFORMANCE SPECIFICATION MIL-PRF-51560A.</p> <p><u>SECTION E - Inspection and Acceptance</u> INSPECTION: Destintion ACCEPTANCE: Destination</p> <p><u>SECTION F - Deliveries or Performance</u> TEST AND INSPECTION REPORT: 210 DAYS AFTER AWARD OF DELIVERY ORDER</p> <p>FOB POINT: Destination _____</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u> NOUN: CONTRACT DATA REQUIREMENTS SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data and information in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (DD Form 1423), Exhibits A and B.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Destination</p>				

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225.7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

-NONE-

(BA6701)

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 ACALA	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL MIL-PRF-51560 with revisions in effect as of 17 JUL 1997 (except as follows):

SECTION C

PART No: 5-3-1520 Start No: C37CAHX

NOMEN: Canister, Chem.-Bio., Mask, C2A1 DISTRIBUTION STATEMENT: A

Unless otherwise specified herein or annotated as for reference only thereon, all documents cited on the TDPL MIL-PRF-51560 are mandatory for use in the manufacture of the item(s) on this procurement. The following specific exemptions also apply:

1. Unless otherwise specified, the issues of the specifications and standards which are DOD adopted shall be those listed in the DODISS dated 1 July 96 and its supplement dated 1 May 97. Unless otherwise specified, the issues of specifications and standards not listed in the DODISS shall be the issue of the nongovernment specifications and standards which were current on 25 August 1997.

2. TDPL, under PRODUCT DRAWINGS AND ASSOCIATED LISTS, delete the following drawings:

5-1-1446	5-1-1962	5-3-1520 SH 2 (See para 15 for
5-1-1953	QAP5-1-2070	deletion rationale)
5-1-1954	5-1-2538	
5-1-1955	MS19060	
5-1-1959	MS24585	
QAP5-1-1960	MS51958	

3. TDPL, under PRODUCT DRAWINGS AND ASSOCIATED LISTS, add the following documents:

P5-3-1520 Rev. G Special Packaging Instructions, Canister, Chem.-
Bio. Mask, C2A1

4. TDPL, under PRODUCT DRAWINGS AND ASSOCIATED LISTS, make the drawings 5-1-1515, 5-1-1517, and 5-1-1960 reference by adding the abbreviation "REF" following the symbol "*" in the NOTE column.

5. TDPL, under SPECIFICATIONS AND STANDARDS, delete the following entries:

EA-P-1486	DOD-STD-100
L-T-100	UL-94
VV-G-632	ANSI-ASTM-D638
ZZ-R-765	ANSI-Y14.5
FED-STD-101	ASTM-B16
FED-STD-H28	ASTM-B455
DOD-D-1000	ASTM-D256
MIL-A-46050	ASTM-D648
MIL-P-46129	ASTM-D792
MIL-S-46163	EA-P-1486

6. TDPL, under SPECIFICATIONS AND STANDARDS, add the following entries:

PPP-B-26	BAG, PLASTIC	*
PPP-B-601	BOXES, WOOD,CLEATED-PLYWOOD	*

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Name of Offeror or Contractor:

PPP-B-621 *	BOXES, WOOD, NAILED AND LOCK CORNER	*	PPP-C-96	CANS, METAL 28 GAUGE AND LIGHTER
A-A-1051	PAPERBOARD, WRAPPING AND CUSHIONING	*		
TT-E-529	ENAMEL, ALKYD, SEMI-GLOSS, LOW VOC CONTENT	*		
TT-P-664	PRIMER, COATING, ALKYD, CORROSION-INHIB, LEAD FREE	*		
MIL-STD-2073-1	DOD MATERIAL PROCEDURES FOR DEV & APPLIC OF PKG.	*		
MIL-V-21064	VARNISH, FINISHING, BAKING FOR ROLLER COAT APPL.	*		
MIL-HDBK-774	PALLETIZED UNIT LOADS			
ASTM-E515	STANDARD TEST METHOD FOR LEAKS USING BUBBLE	**		EMISSION TECHNIQUES
ASTM-D1974	STANDARDIZED PRACTICE FOR METHODS OF CLOSING, SEALING AND REINFORCING FIBERBOARD BOXES	**		
ASTM-D4727	STANDARD SPECIFICATION FOR FIBERBOARD SHEET STOCK AND CUT SHAPES	**		
ASTM-D5118	STANDARD PRACTICE FOR FABRICATION OF FIBERBOARD	**		SHIPPING BOXES

7. TDPL, under OUTSTANDING ENGINEERING CHANGES, delete the following NOR: Z66-0024-004
8. SPI P5-3-1520, in REMARKS section of SPI, para (E), delete "MIL-HDBK-147" and substitute "MIL-HDBK-774".
9. SPI P5-3-1520, page 5, Table I, Item 2, under SPECIFICATION, change as follows:

Was: PPP-P-291 Is: A-A-1051
10. The following items are to be furnished as GFE,

Canister Carrier Assembly, Combat Vehicle
Disconnect, Armor Quick Assembly
11. Performance Specification, MIL-PRF-51560, change as follows:

a. Para 3.4.4, third sentence:

Was: The base of the cover shall have a diameter of not less than 1.26 inches and shall be located concentric
to, and not less than 0.38 inches below, the inlet port as shown in figure 1.

Is: The cover shall have a diameter of not less than 1.26 inches and shall be located concentric to, and not
less than 0.26 inches below, the inlet port as shown in figure 1.
12. Performance Specification MIL-PRF-51560, Figure 1, change as follows:

Was: .380 MIN INSIDE CLEARANCE

Is: .260 MIN INSIDE CLEARANCE
13. Performance Specification, MIL-PRF-51560, paragraph 4.2.1, add the following to the end of the paragraph.

The manufacturer shall provide objective evidence and certify that the materials of construction comply with the material and component requirements of paragraph 3.2.
14. Attachment 001 of this solicitation contains sketches (1-3) which further define the testing apparatus needed to test the puncture resistance of the aerosol filter protective cover described in para 4.3.6.3 of the performance specification MIL-PRF-51560.
15. The TDP 5-3-1520 provided is for reference only. This reference TDP has been used successfully in the past to produce C2A1 Canisters. Even with this detailed design, bidders are advised that meeting airflow resistance and gas life requirements depends on process control rather than simply building to print. Charcoal beds must be uniform in density and particle size distribution as possible and as dense as possible without exceeding airflow resistance limits to withstand rough handling and meet gas life requirements.
16. In reference TDPL 5-3-1520, under "PRODUCT DRAWINGS AND ASSOCIATED LISTS, Drawings 5-3-1518 and Sheet 2 of 5-3-1520 are both restricted drawings which define an alternate reference design. These two drawings have been withdrawn from the reference TDP. The drawings may be received from the PCO upon the bidder signing a nondisclosure agreement.
17. In reference TDPL 5-3-1520, delete the following entries:

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MIL-PRF-51560
NOR Z66-0024-004
125-8-1
136-42-102-70

18. Test equipment drawings included in this TDP/TDPL are incomplete and for reference only. The contractor shall produce or obtain his own test equipment and obtain approval from the government for its use in this buy. Government design test equipment drawings/TDP identified in the TDP may be obtained upon request from the Procuring Contracting Officer (PCO).

19. MIL-PRF-51560, paragraph 3.3, change as follows:

WAS: Absorbent. The absorbent shall conform to EA-C-1704

IS: Absorbent. The absorbent shall conform to EA-DTL-1704

(CS6100)

C-2 52.210-4511 STATEMENT OF WORK - OZONE DEPLETING CHEMICALS MAR/1994
ACALA

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

MIL-STD-2073/1

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances.

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.211-4501 ACALA	PACKAGING REQUIREMENTS	SEP/1997

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction P5-3-1520 , revision G, dated NOT DATED. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision C, dated 1 Oct 1996.

(b) Marking shall be in accordance with MIL-STD-129, ''Standard Practice for Military Marking,'' revision N, dated 15 May 1997. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: Shelf Life marking applies. The shelf life code is 9. The shelf life markings shall included the manufacture date and the inspection/test date. The inspection/test date shall be 60 months after the manufacture date.

(End of clause)

(DS6400)

D-2	52.247-4521 ACALA	UNITIZATION/PALLETIZATION	JUL/1998
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Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

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SECTION E - INSPECTION AND ACCEPTANCE
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:
<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/1999

The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

Title	Number	Date	Tailoring
ANSI/ISO/ASQC Q9001 or equivalent			

(End of clause)

(EF6002)

E-4	52.209-4511 ACALA	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994
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- a. The first article shall consist of: 20 each C2A1 Canisters (GB Gas Life testing) and 6 each (3EA thermal radiation and 3 EA nuclear blast testing) randomly selected using random number generation from First Article Lot which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPs) and drawings listed in the Technical Data Package.
- b. The first article for GB Gas Life testing shall be delivered to: CDR, Chemical Evaluation Surety Op, ERDEC, ATTN: SCBRD-ENM-S/P. Sneeringer, APG, MD 21010-5423, COM (410) 436-3555. Samples for thermal radiation and nuclear blast testing shall be forwarded to U.S. Army White Sands Missile Range, ATTN: STEWS-DATTS-AC, White Sands Missile Range, NM 88002, POC Ed Dunlap, (505)679-6682 or Cathy Phillips (505)679-6624. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.
- c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.
- d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated: in paragraph 6.6 of MIL-PRF-51560A. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.
- e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be

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ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of Clause)

(ES6033)

E-5	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
	ACALA		

a. The first article shall consist of:

ITEM	QTY	IN ACCORDANCE WITH
C2A1 Canisters	600 ea	MIL-PRF-51560A, Para. 4.2, Table III

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests

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(including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to AMSSB-RSO-ADM (RI).

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

E-6	52.245-4577	GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT	MAR/1988
	ACALA		

The Government will furnish the equipment, as listed in paragraph a below, to support First Article, Reliability, and/or Acceptance Tests. The cost of shipping the equipment to the Contractor's plant and return to the issuing agency, will be borne by the Government; except that the cost of preservation, packaging, and packing for return shipment shall be borne by the Contractor.

a. Item Nomenclature	National Cost Stock Number	Unit of Quantity	Each	Iss
CANISTER CARRIER ASSEMBLY	4240-01-376-1382	1	EA	
DISCONNECT, ARMOR QUICK ASSEM	4730-01-392-2173	1	EA	

b. Estimated Weight: UNK pounds.

c. Cube: UNK cu. ft.

d. Items to be furnished by the Government shall be ordered from the Contracting Officer at the Department of the Army, TACOM, ATTN: AMSTA-CM-CREC, Rock Island, IL 61299-7630, not later than thirty (30) days prior to the desired delivery date.

e. The above items will be furnished on a loan basis and are intended for joint usage by the Contractor and the Government Representative to accomplish basic testing on this contract. The loaned items shall not be modified or altered in any manner, and shall be maintained and returned in as good condition as when loaned; fair wear and tear excepted.

f. When weapons are furnished, the Contractor shall take extraordinary precautions in safeguarding the items from theft or unauthorized use, and shall comply with physical security standards for sensitive items when required for the weapons by other provision of this contract. The Contractor shall also be responsible for cleaning and oiling the weapons at specified intervals and at the end of each day's firing, and for properly caring for the weapons when not in use.

g. The Contractor shall, within thirty (30) calendar days after Government acceptance of all items on this contract, provide an inventory list of all remaining Government furnished equipment to the Contracting Officer. Within forty-five (45) days after receipt of the inventory list, the Contracting Officer will provide the Contractor with disposition instructions.

h. The above items shall be preserved, packaged, and packed by the Contractor at the Contractor's expense, in a manner to ensure safe arrival at the issuing agency, utilizing the same or equivalent container as originally provided.

i. The foregoing requirements are in addition to any requirements placed upon the Contractor by the applicable Government Property'' clause in Section I of this contract.

(ES6551)

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E-7 52.246-4530 PRODUCTION LOT ACCEPTANCE TESTING (GOVERNMENT FACILITY) DEC/1997
ACALA

(a) A production lot acceptance test sample is required to be submitted by the contractor from each production lot tendered to the Government for acceptance.

(b) The production lot acceptance test sample shall consist of: each lot of ASZM-TEDA CARBON shall be submitted for agent testing from the carbon supplier prior to use in accordance with EA-C-1704.

(c) The production lot acceptance test sample units shall be randomly selected from the entire lot by, or in the presence of, the Government Quality Assurance Representative (QAR). Prior to selection of the production lot acceptance test sample units, the lot shall have been inspected to, and shall meet all requirements of, the contract. Unless authorized by the Contracting Officer, a test sample shall not be submitted from a lot which is or has been rejected for nonconformance to the detailed requirements of the contract, the specification(s), and/or the drawing(s).

(d) The production lot acceptance test sample (including, if applicable, basic issue items and/or repair parts) shall be packaged and packed in accordance with contract; if packaging and packing requirements are not specified in the contract, the production lot acceptance test sample shall be packaged and packed in accordance with best commercial practices. The production lot acceptance test sample shall be appropriately marked, to include the drawing/part number, the contract number, the name of the contractor, and FOR PRODUCTION LOT ACCEPTANCE TESTING. The production lot acceptance test sample shall be accompanied by a DD Form 1222, Request for and Results of Test, appropriately completed by the Government QAR. A copy of the results of the Contractor's examination and/or test shall be attached to the DD Form 1222. Simultaneous with shipment of the production lot acceptance test samples, a copy of the DD form 1222 (including attached documentation) shall be submitted to U.S. Army, TACOM, Attn: AMSTA-CM-CREC/M. Rodriguez, Rock Island, IL 61299-5423.

(e) The production lot acceptance test sample shall be shipped Free on board (FOB) Destination to the location designated below unless transportation protective service and/or transportation security is required (by other provision of this contract); if transportation protective service and/or transportation security is required, the test sample shall be shipped FOB origin on a Government Bill of Lading (GBL).

Shipping destination Cdr, ERDEC, Attn: SCBRD-ENM-S/P. Sneeringer, APG, MD 21010-5423.

(f) The production lot acceptance test sample shall be examined and tested by the Government for and/or in accordance with EA-C-1704.

(g) Within 30 ays after receipt of the production lot acceptance test sample at the Government facility, the Contracting Officer shall provide written notification to the contractor as to the approval, disapproval, or conditional approval of the production lot acceptance test sample. Unless authorized by the Contracting Officer, the lot from which the production lot acceptance test sample is drawn shall not be shipped from the Contractor's facility, nor shall final acceptance of the lot be made, until such time as notification has been provided by the Contracting Officer that the production lot acceptance test samples have been approved/conditionally approved.

(h) If the Contracting Officer does not provide notification of the approval, conditional approval, or disapproval of the production lot acceptance test sample within the time specified above, the Contracting Officer shall equitably adjust the delivery/performance dates and/or the contract price (and any other contractual provision affected by such delay) in accordance with the procedures provided in the Changes clause of this contract.

(i) If the production lot acceptance test sample fails to meet any applicable contractual requirement, the lot from which the test sample was drawn shall be considered to be rejected. The Contractor shall take immediate corrective action, both to correct the deficiency/nonconformance (if applicable) and to prevent recurrence of such deficiency/nonconformance, and shall submit an additional production lot acceptance test sample (from the reworked lot or from a new lot as applicable). Such corrective action shall be taken by the contractor at no increase in contract price and shall apply to all items (including, if applicable, basic items and/or repair parts) either in-process or final assembly which have been produced (or are in production) since the last successful production lot acceptance test. Any and all costs associated with testing the additional production lot acceptance test sample shall be borne by the contractor. The Contracting Officer shall equitably adjust the contract price as applicabale for the costs associated with additional testing resulting from failure of the production lot acceptance test sample to meet applicable contractual requirements.

(j) If the contractor fails to deliver any production lot acceptance test sample for test within the time specified, or if the production lot acceptance test sample is disapproved and an acceptable replacement is not provided within the time specified, the contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(k) Unless otherwise specified, the production lot acceptance test sample shall be considered to be destructively tested,

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and is in addition to the units deliverable under the contract.

(End of clause)

(ES6042)

E-8	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	ACALA		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-9	52.246-4531	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	DEC/1997
	ACALA		

(a) The contractor shall use a calibration system for the AIE used on this contract that meets the requirements of ANSI/NCSL Z 540-1, ISO 10012-1, or an alternative system agreed to by the Government.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name, model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify

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accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously approved contractor AIE design documentation have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE design documentation that indicates the prior approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(End of clause)

(ES7018)

E-10	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	ACALA		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

E-11 SURVEILLANCE TEST SAMPLES

TESTING FACILITY:

MR. BUDDY REID
ATTN: SMC PB-QAL-A BLDG 34111
PINE BLUFF ARSENAL
PINE BLUFF, AR 71602-9500

MARKED FOR: SURVEILLANCE TESTING

1. A SURVEILLANCE TEST SAMPLE IS REQUIRED TO BE SUBMITTED BY THE CONTRACTOR FROM EACH PRODUCTION LOT TENDERED TO THE GOVERNMENT FOR ACCEPTANCE. THIS SAMPLE SHALL CONSIST OF 20 EACH SAMPLE UNITS AND SHALL BE FORWARDED TO THE TESTING FACILITY DESIGNATED ABOVE FOR THE FOLLOWING LISTED TEST:

TEST	REQUIREMENT	SAMPLE SIZE
SURVEILLANCE TESTING	SB 740-94-5	10 CANISTERS PER
SB & CK GAS LIFE	APPENDIX	PER TEST CYCLE
DDP PARTICULATE PENETRATION		
AIR FLOW RESISTANCE		

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2. THE SAMPLE UNITS SHALL BE RANDOMLY SELECTED FROM THE ENTIRE LOT BY OR IN THE PRESENCE OF THE GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE, UNLESS OTHERWISE SPECIFIED THE SAMPLE UNITS ARE CONSIDERED TO BE DESTRUCTIVELY TESTED.

3. PRIOR TO SELECTION OF THE SAMPLE UNITS, THE LOT SHALL HAVE BEEN INSPECTED TO AND MET ALL OTHER REQUIREMENTS OF THE CONTRACT. A SAMPLE SHALL NOT BE SUBMITTED FROM A LOT REJECTED FOR NONCONFORMANCE TO THE PERFORMANCE REQUIREMENTS OF THE SPECIFICATION AND/OR DRAWINGS UNLESS AUTHORIZED BY THE PROCURING CONTRACTING OFFICER.

*** END OF NARRATIVE E001 ***

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SECTION F - DELIVERIES OR PERFORMANCE
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	JAN/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-4	52.247-4531 ACALA	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
 - (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
 - (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	52.232-4500 ACALA	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

G-2	52.232-4503 ACALA	CONTRACTOR'S REMITTANCE ADDRESS	AUG/1994
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Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name_____

Address_____

City & State_____

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(End of Clause)

(GS7015)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS
 This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.
 (HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
	(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).		

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert NONE)

Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and

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(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Director
Armament and Chemical Acquisition and Logistics Activity (ACALA)
ATTN: AMSTA-AC-SF
Rock Island, IL 61299-7630

Commander
U.S. Army Industrial Operations Command (IOC)
ATTN: AMSIO-TMO
Rock Island, IL 61299-6000

Director
Armament and Chemical Acquisition and Logistics Activity (ACALA)
ATTN: AMSTA-AC-PCH-B/MS. MARIA RODRIGUEZ
Rock Island, IL 61299-7630

Director
Armament and Chemical Acquisition and Logistics Activity (ACALA)
ATTN: AMSTA-AR-ESK
Rock Island, IL 61299-7630

(HF6013)

H-2	52.225-4503	RESTRICTION OF CRITICAL ITEMS AND COMPONENTS CLAUSE	AUG/1988
	TACOM-RI		

1. This purchase is for a national defense item and as such it is necessary to create and/or maintain a domestic capability for production of items and components designated critical by limiting production and procurement to the U.S./Canadian industrial base.

2. Items listed in this paragraph, to include all components contained therein, down to but not including raw materials (unless a more stringent restriction applies as set forth elsewhere in this contract), must be manufactured, assembled, and tested in the U.S. or Canada. Raw material is defined as copper, steel, aluminum, and nickel in the mill forms and shapes normally produced for commercial use.

X

C2A1 CANISTER, MIL-PRF-51560

CARBON, ASZM, EA-C-1704

3. Components listed in this paragraph must be manufactured, assembled, and tested in the U.S. or Canada.

In all cases, final assembly and testing of the items listed in the Schedule in Section B of this contract must be performed in the U.S. or Canada.

4. The failure of the Contractor or subcontractor(s) to comply with the terms of this clause shall be a material breach of the contract.

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5. The Contractor will insert the substance of this clause, including this paragraph 5, in every subcontract for items or components identified above to ensure flowdown to, but not including, raw materials.

(End of Clause)

(HS6304)

H-3	52.232-4506	PROGRESS PAYMENT LIMITATION	MAR/1988
	TACOM-RI		

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed TEN percent (10%) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-4	52.242-4500	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS	MAR/1988
	TACOM-RI	REPORTS	

a. Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item identified by noun description not by line item number). The remarks section will provide process oriented information where relevant to the delay.

b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	See Award document.	1
Administration Office (ACO)	See Award Document.	1

c. Send additional copies to: N/A.

(End of clause0

(HS6500)

H-5	52.246-4500	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	MAR/1988
	ACALA		

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

EDI Transmittal or FAX copies to:

- Purchasing Office

Director
 US Army, TACOM-RI
 ATTN: AMSTA-CM-CREC/MS. MARIA RODRIGUEZ
 Rock Island, IL 61299-7630

2. FMS/MAP copies: N/A

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(End of clause)

(HS6502)

H-6 252.223-7001 HAZARD WARNING LABELS DEC/1991
DFARS

(a) ‘‘Hazardous material,’’ as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert	None)	ACT
_____			_____
_____			_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract.

(End of Clause)

(HA7704)

H-7 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA NOV/1995
DFARS

(a) Definitions. As used in this clause--

(1) ‘‘Components’’ means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) ‘‘Department of Defense’’ (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) ‘‘Foreign flag vessel’’ means any vessel that is not a U.S.-flag vessel.

(4) ‘‘Ocean transportation’’ means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

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- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" include (but is not limited to) public works; buildings and facilities; ships; floating equipment; and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
- (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--
- (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;

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- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item	Contract	Description	Line Item	Quantity	Total
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(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(End of Clause)

(HA7502)

H-8	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
	DFARS		

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

(End of clause)

(HA7503)

H-9	52.2100-1 AMC	DEMILITARIZATION CLAUSE/PROTECTIVE FILTER UNITS (CATEGORY X(d) AND	MAR/1963
	FAR SUP	XIII(c) - MUNITIONS LIST)	

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(a) The items called for by this contract being military items, the following provision as to the disposal of completed or partially completed parts, components, assemblies, and end items will apply. Property (whether title to the property is in the Government or not, and including parts, components, subassemblies and assemblies to the extent indicated below) of the type covered by this contract for which the Contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under the provisions of this contract, but which is manufactured, fabricated, assembled, or produced in connection with the manufacture, fabrication, assembly or production of the items covered by this contract, and which is manufactured, fabricated, assembled or produced on the basis of or with the aid of drawings, specification, facilities, equipment, or material furnished or specified by the Government pursuant to this contract, will be completely destroyed or mutilated (whichever is prescribed) prior to final payment in the manner and to the extent herein below set forth in order that such property will be unuseable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning such property to make it saleable as implements of war:

- a. Safety and rescue filter units, vehicular mounted and fixed collective protection equipment and field shelter ventilating systems, including gas, gas-particulate filters and canisters, air-filtering respirators and air respirator cartridges.
- b. Key point to be demilitarize: Canister/filter and entire filter unit.
- c. Method and degree of demilitarization: Canister/filter and filter units will be completely destroyed by burning or crushing.
- (b) The Contractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor other than as scrap.
- (c) Upon completion of production under this contract, the Contractor shall certify to the Administrative Contracting Officer that demilitarization, as prescribed above, has been accomplished.
- (d) The Contractor further agrees that it will include the aforesaid provisions in any subcontracts for the aforesaid items.

(HM7110)

H-10 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE NOV/1998
ACALA

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

H-11 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
ACALA

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? _____ YES _____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.203-3	GRATUITIES	APR/1984
I-2	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-3	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-4	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-6	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN/1996
I-7	52.211-5	MATERIAL REQUIREMENTS	OCT/1997
I-8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-9	52.215-2	AUDIT AND RECORDS - NEGOTIATION	AUG/1996
I-10	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-11	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-12	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-13	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-14	52.215-16	FACILITIES CAPITOL COST OF MONEY	OCT/1997
I-15	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-16	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-17	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-18	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/1999
I-19	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-20	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-21	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-22	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-23	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-24	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-25	52.223-2	CLEAN AIR AND WATER	APR/1984
I-26	52.223-6	DRUG-FREE WORKPLACE	JAN/1997
I-27	52.225-10	DUTY-FREE ENTRY	APR/1984
I-28	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG/1998
I-29	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	MAY/1999
I-30	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-31	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-32	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-33	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-34	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-35	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/1996
I-36	52.232-1	PAYMENTS	APR/1984
I-37	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-38	52.232-11	EXTRAS	APR/1984
I-39	52.232-16	PROGRESS PAYMENTS	JUL/1991
I-40	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	AUG/1987
I-41	52.232-17	INTEREST	JUN/1996
I-42	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-43	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-44	52.232-25	PROMPT PAYMENT	JUN/1997
I-45	52.233-1	DISPUTES	JAN/1999

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I-46	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-47	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-48	52.242-13	BANKRUPTCY	JUL/1995
I-49	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-50	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-51	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-52	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-53	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-54	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-55	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
	DFARS		
I-56	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
I-57	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/1998
	DFARS		
I-58	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
	DFARS		
I-59	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
	DFARS	THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-60	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
	DFARS		
I-61	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
	DFARS		
I-62	252.219-7003	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS	APR/1996
	DFARS	SUBCONTRACTING PLAN (DOD CONTRACTS)	
I-63	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	MAR/1998
	DFARS	COMPONENTS)	
I-64	252.225-7010	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	MAR/1998
	DFARS		
I-65	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/1999
	DFARS		
I-66	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS	MAR/1998
	DFARS		
I-67	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
	DFARS		
I-68	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	MAR/1998
	DFARS		
I-69	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-70	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
	DFARS		
I-71	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-72	252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
	DFARS		
I-73	252.232-7004	DOD PROGRESS PAYMENT RATES	FEB/1996
	DFARS		
I-74	252.232-7009	DELETED 30 APR 99 AND REPLACED BY IF0015, PAYMENT BY ELECTRONIC	JUN/1998
	DFARS	FUNDS TRANSFER- CENTRAL CONTRACTOR REGISTRATION	
I-75	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-76	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	SEP/1996
	DFARS		
I-77	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-78	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		
I-79	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
	DFARS		
I-80	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		

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I-81	52.209-4	FIRST ARTICLE APPROVAL-GOVERNMENT TESTING, ALTERNATE I AND ALTERNATE II	JAN/1997
<p>(a) The Contractor shall deliver * unit(s) of Lot/Item * within ** calendar days from the date of this contract to the Government at * for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.</p>			
<p>(b) Within 30 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.</p>			
<p>(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.</p>			
<p>(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.</p>			
<p>(e) Unless otherwise provided in the contract, the Contractor -</p> <p>(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and</p> <p>(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.</p>			
<p>(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.</p>			
<p>(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.</p>			
<p>(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.</p>			
<p>(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.</p>			
<p>(j) The Contractor shall produce both the first article and the production quantity at the same facility.</p> <p>* See Instructions Regarding Submission of First Article clause</p> <p>** See Schedule B</p>			

(End of clause)

(IF6268)

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I-82	52.215-21	<p>REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS, ALTERNATE I</p>	OCT/1997
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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include:

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format: -1-

(2) As soon as practical after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2

(End of Clause)

(IF6059)

I-83	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF CONTRACT AWARD

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through SEPTEMBER 30, 2004.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

I-84 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 35,000 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of 720,000 each per ordering period;

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-85 52.216-21 REQUIREMENTS OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the

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Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 30, 2005.

(End of clause)

(IF6031)

I-86 52.202-1 DEFINITIONS OCT/1995

- (a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.
- (b) Commercial component means any component that is a commercial item.
- (c) Commercial item means--
- (1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--
- (i) Has been sold, leased, or licensed to the general public; or
- (ii) Has been offered for sale, lease, or license to the general public;
- (2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
- (3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--
- (i) Modifications of a type customarily available in the commercial marketplace; or
- (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
- (4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;
- (5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--
- (i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and
- (ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;
- (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;
- (7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or

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affiliates of a Contractor; or

- (8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) Component means any item supplied to the Federal Government as part of an end item or of another component.
- (e) Nondevelopmental item means--
- (1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
- (3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.
- (f) ''Contracting Officer'' means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (g) Except as otherwise provided in this contract, the term ''subcontracts'' includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.
- (End of Clause)

(IF7252)

I-87 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

- (a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.
- (End of Clause)

(IF7210)

I-88 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

- (a) Definitions.
- ''Kickback,'' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract
- ''Person,'' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- ''Prime contract,'' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

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“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-89 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II JAN/1997

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked “FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.” Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article

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tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

* (See instructions regarding submission of First Article clause)
 ** (See Schedule B)

(End of Clause)

(IF7116)

I-90	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

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(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-91 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-92 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers except--

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference.
- (ii) Otherwise successful offers from small business concerns.
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR); and
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

_____ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

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- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(IF7004)

I-93 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-94 52.223-7 NOTICE OF RADIOACTIVE MATERIALS JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 90 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall --

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was

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submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(IF7701)

I-95 52.223-14 TOXIC CHEMICAL RELEASE REPORTING OCT/1995

(a) Unless otherwise exempt, the Contractor owned or operated facilities used in the performance of this contract shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023 (a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). Such Contractor facilities shall file the annual Form R throughout the life of the contract.

(b) A Contractor is exempt from the requirement to file an annual Form R if none of the Contractor owned or operated facilities used in the performance of this contract--

- (1) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- (2) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (3) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); or
- (4) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR 19.102.

(c) If the Contractor has certified to be exempt in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt--

- (1) The Contractor shall notify the Contracting Officer; and
- (2) The Contractor owned and operated facilities used in the performance of this contract, unless otherwise exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the Contractor becomes eligible; and (ii) continue to file the annual Form R for the life of the contract.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 12, the Contractor shall--

- (1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and
- (2) Include in any resultant subcontract exceeding \$100,000 (including all options), with subcontractors having SIC designations of major groups 20 through 39 as set forth in FAR 19.102, the substance of this clause, except this paragraph (e).

(End of Clause)

(IF7259)

I-96 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose

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use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

I-97 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS OCT/1998

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

I-98 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)(AL 93-10) DEC/1989

a. Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use,

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the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

c. Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon -

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

e. Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which

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the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

g. Risk of loss. Unless otherwise provided in this contract, the Contractor assume the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Change clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

j. Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government -

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

k. Communications. All communications under this clause shall be in writing.

l. Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7112)

I-99 52.248-1 VALUE ENGINEERING (DEVIATION) MAR/1989

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

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(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.

“Collateral costs,” as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

“Collateral savings,” as used in this clause, means those measurable net reductions resulting from a VECP in the agency’s overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

“Contracting office” includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency’s office that is performing a joint acquisition action.

“Contractor’s development and implementation costs”, as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

“Future unit cost reduction,” as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

“Government costs,” as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract’s cost or price resulting from negative instant contract savings.

“Instant contract,” as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

“Instant unit cost reduction” means the amount of the decrease in unit cost of performance (without deducting any Contractor’s development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

“Negative instant contract savings” means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor’s allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

“Net acquisition savings” means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

“Sharing base,” as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

“Sharing period,” as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) the end of a sharing period of 3-5 years, set at the discretion of the Contracting Officer after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract’s delivery schedule in effect at the time the VECP is accepted. The contracting officer’s determination of the sharing period is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C.601-613.

“Unit,” as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

“Value engineering change proposal (VECP)” means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

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(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP and the decision as to which of the sharing rates applies shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future

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contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS (figures in percent)				
Contract Type	Sharing Arrangement			
	Incentive (voluntary)		Program (requirement) (mandatory)	
	Instant contract rate	Concurrent and future contract rate	Instant contract rate	Concurrent and future contract rate
Fixed-price (other than incentive)	***	***	25	25
Incentive (fixed-price or cost)	*	***	*	25
Cost-reimbursement (other than incentive)**	****	***	15	15

* Same sharing arrangement as the contract's profit or fee adjustment formula.

** Includes cost-plus-award-fee contracts.

*** A rate between 50 and 75 percent set by the Contracting Officer for each VECP. This decision is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

**** A rate between 25 and 50 percent set by the Contracting Officer for each VECP. This decision is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-603.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall, be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings;and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

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(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings. (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-3 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the instant contract amount shall be increased, as specified in subparagraph (h)(5) above, by between 20 and 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings shall not exceed (1) the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or (2) \$100,000, whichever is greater. The Contracting Officer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation cost shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

''These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.''

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms 'unlimited rights' and 'limited rights' are defined in Part 27 of the Federal Acquisition Regulation.)

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(End of clause)

(IF7889)

I-100 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-101 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS MAR/1999

DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

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(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

I-102	252.229-7001	TAX RELIEF	JUN/1997
	DFARS		

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____RATE PERCENTAGE):_____

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

End of Clause

(IA7007)

I-103	252.243-7000	ENGINEERING CHANGE PROPOSALS	OCT/1998
	DFARS		

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price, or a "not less than" price, and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) When the price of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA7010)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	SECTION C: SKETCHES		003	
Attachment 002	SPECIAL PACKAGING INSTRUCTION P5-3-1520		011	
Attachment 003	PURCHASE DESCRIPTION EA-DTA-1704A	22-JAN-99	012	
Attachment 004	DOCUMENT SUMMARY LIST		003	
Attachment 005	DATA ITEM DESCRIPTION, OT-90-12138		005	
Attachment 006	GUIDANCE ON DOCUMENTATION OF CDRL, DD 1423		002	
Attachment 007	ADDRESS CODE DISTR. ECPS/RFDS/RFWS/VECPS		001	
Attachment 008	LIST OF ADDRESSES		001	
Attachment 009	DATA ITEM DESCRIPTION DI-MGMT-80544A		010	
Attachment 010	DATA ITEM DESCRIPTION DI-MGMT-80503		005	
Attachment 011	DOCUMENT SUMMARY LIST, STATEMENT OF WORK		002	
Attachment 012	PERFORMANCE SPEC. MIL-PRF-51560 AND TDPL 5-3-1520	17-JUL-97	001	
Exhibit A	CONTRACT DATA REQUIREMENTS LIST, DD 1423		005	
Exhibit B	CONTRACT DATA REQUIREMENTS LIST, DD 1423	09-SEP-97	001	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aaais.ria.army.mil/aaais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998

K-5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II MAY/1999

(a)(1) The standard industrial classification (SIC) code for this acquisition is 3842.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it_____is,_____is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it_____is,_____is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it_____is,_____is not a women-owned small business concern.

(4) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea, Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji,Tonga, Kirbati, Tuvalu, or Naura).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

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(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(5) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that -

(i) it
 ___is
 ___is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it
 ___is
 ___is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(End of provision)

(KF6009)

K-6 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or

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Name of Offeror or Contractor:

proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

K-7 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors are required to submit the information required in paragraphs (d) through (f) of this solicitation provision to comply with debt collection requirements of 31 U.S.C 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR)4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

() TIN: _____

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other. _____

Name of Offeror or Contractor:

(f) Common Parent. _____

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

() Name and TIN of common parent:

NAME: _____

TIN: _____

(End of provision)

(KF7044)

K-8 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by on or more women.

(b) Representation. The offeror represents that it _____ is, _____ is not a women-owned business concern.

(End of provision)

(KF7064)

K-9 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

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(KF7003)

K-1052.209-5CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERSMAR/1996

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()
are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()
have not (),

within a 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ()
are not ()

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ()
has not (),

within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

(KF7033)

K-1152.215-6PLACE OF PERFORMANCEOCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

Name of Offeror or Contractor:

()intends,
()does not intend
(check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ''intends'' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

NAME AND ADDRESS OF OWNER PLACE OF PERFORMANCE (STREET ADDRESS, CITY, COUNTY, STATE, ZIP CODE)	AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(End of provision)
(KF7023)

K-12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

K-13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it
() has developed and has on file,
() has not developed and does not have on file,
at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it
() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

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(KF7020)

K-14 52.223-1 CLEAN AIR AND WATER CERTIFICATION APR/1984

The Offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract is (), is not () listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
 - (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
 - (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.
- (End of Provision)

(KF7021)

K-15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/1995

- (a) The offeror, by signing this offer, certifies that--
 - (Note: The offeror must check the appropriate paragraph(s).)
 - _____ (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act of 1990 (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently--
 - _____ (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).
 - _____ (ii) Have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).
 - _____ (iii) Meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).
 - _____ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.
 - _____ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).
 - (b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995 (60 FR 40989-40992).
- End of Provision

(KF7065)

K-16 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION APR/1998

Note:

This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman

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numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION.

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy therequirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

() (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable, Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

() (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

() (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal,

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the offeror will advise the Contracting Officer immediately.

() (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption(4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE.

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of Provision)

(KF7191)

K-17	252.209-7003	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
	DFARS		

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)

(KA7513)

K-18	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
	DFARS		

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

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The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	OCT/1997
L-2	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
L-3	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-4	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a D0 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

L-5	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE 5 year Requirements Contract resulting from this solicitation.
(LF6008)

L-6	52.233-2	SERVICE OF PROTEST	OCT/1995
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from CONTRACTING OFFICER, ACALA, ATTN: AMSTA-AC-PCH-B, ROCK ISLAND, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

End of Clause

(LF6254)

L-7	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is

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indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

L-8 9.306(c) FAR WAIVER OF FIRST ARTICLE APPROVAL

THIS PROCUREMENT IS SUBJECT TO FIRST ARTICLE APPROVAL TESTS. OFFERS ARE INVITED ON THE BASIS OF 'WITH FIRST ARTICLE' AND 'WITHOUT FIRST ARTICLE APPROVAL.' THE FACT THAT AN OFFEROR HAS PREVIOUSLY FURNISHED THE ITEM DOES NOT NECESSARILY MEAN THE FIRST ARTICLE WILL BE WAIVED. ANY WAIVER OF FIRST ARTICLE IS SUBJECT TO A RENEWED REQUIREMENT WHEN ANY OF THE CONDITIONS DESCRIBED IN SECTION E PARAGRAPH ENTITLED 'INSTRUCTION REGARDING SUBMISSION OF FIRST ARTICLE' OCCURS.

The Government reserves the right to waive the requirements for first article approval testing where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror and have been accepted by the Government. To permit proper evaluation in such cases, offerors, who are eligible to have first article approval tests waived, and have so offered, are hereby requested to submit prices on all requirements set forth in Section B so that they will not be precluded from consideration for award in the event that the Government determines that an award requiring first article approval is in the best interests of the Government. If such determination is made, award will be made with First Article Approval.

Award will be made to that responsible offeror whose offer conforming to the Solicitation, will be most advantageous to the Government, price and other factors considered.

Offers submitted Without First Article Approval, must state the contract number, if any, underwhich identical or similar supplies were previously accepted by the Government. (However, see Notice above.) In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. _____

DATES _____

(LF7009)

L-9 52.215-4502 PARTNERING PROCESS APR/1999
ACALA

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and it's major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.

(b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

(LS7010)

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L-10 52.215-4510 ELECTRONIC BIDS/OFFERS APR/1999
TACOM-RI

1. Bidders/Offerors are required to submit their bids/offers for this solicitation via electronic response on the TACOM-ACALA Business Opportunities, Open Solicitations web page, or via facsimile (datafax) to 309/782-2047. You MUST utilize the clickable icon located in the "Submit Bid/Offer" column associated with this solicitation number on the web page from which you accessed this solicitation to submit your bid or offer. You may use your "back button" on your toolbar to return to the Open Solicitations page, or you may use the URL:

<http://aais.ria.army.mil/aais/SOLINFO/index.htm>

2. These responses must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors bear the responsibility of timely transmission of their bids/offers to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

3. Upon opening the "Bid Submission Page", you must:

- a. Select one of the solicitations listed on the "SELECT SOLICITATION" box.
- b. Enter your Commercial and Government Entity (CAGE) code in the "Cage Code" block.

(NOTE: If you don't have a CAGE code, you may substitute a five-character identifier of your choosing. The first five letters of your company name is suggested.)

c. Use the browse button to locate and select the file that contains your bid/proposal/quote.

d. Click on the "Send" button.

(NOTE: If your bid/proposal/quote consists of multiple files, these must be uploaded individually by repeating the steps listed in subparagraphs a thru d above).

e. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.
<http://aais.ria.army.mil/aais/Padds_web/index.html>"

f. If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps listed above or by data-faxing your bid/proposal/quote to Area Code (309) 782-2047.

4. Bids/Offers and all supporting documentation submitted as electronic attachments shall be provided either:

a. in an electronic file format for which the Government has available software (i.e. exhibiting any of the following file extensions: doc, rtf, ppt, dot, txt, asc, ans, wps, htm, html, htx, xls, xlt, prn, csv, xlw, wk4, wk3, wk1, wks, wql, dbf, dif, slk, xla, wmf, pot, pps, ppa, png, gif, jpg, exe, bmp, avi, mov, pdf) or

b. in any other electronic format, not listed above, as long as an electronic "viewer" is provided simultaneously with which the Government may open and process the electronic file.

5. Although the bids/offers submitted in accordance with the instructions herein and on the TACOM-ACALA Business Opportunities, Open Solicitations web page will be transmitted to a stand-alone secure server, offerors may elect to utilize a commercial encryption program to encrypt their transmission. If an offeror elects to encrypt a bid/offer transmission, you must provide the electronic decryption key via a separate transmission from the "Submit Bid/Offer" icon. The key should be transmitted as soon as possible after the transmission of the bid/offer, but not later than the time established by the solicitation for receipt of bids/offers.

6. Bid/Offer attachments (a) using other than the above listed file extensions for which the Government has available software, and which do not include an electronic "viewer" for alternative electronic formats, or (b) which do not exhibit a file extension, or (c) which do not provide a decryption key for encrypted transmissions, shall be excluded from consideration.

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Name of Offeror or Contractor:

7. All bid/offer submissions, regardless of electronic format, shall refer to this solicitation and shall include the items or subitems, quantities, unit prices, time and place of delivery, all representations and other information required by this solicitation, and a statement of agreement with all the terms, conditions, and provisions of the invitation for bids/request for proposals.
8. Electronic bids that fail to furnish required representations or information, or that reject or revise any of the terms, conditions and provisions of the solicitation, shall be excluded from consideration.
9. Written confirmation of electronic bids/offers is not required.
10. The term "electronic bids/offers" as used in this provision, does NOT include telegrams, mailgrams, or any other electronic format submission not specifically identified herein.
11. Bids/offers submitted in any format other than the electronic bid/offer formats described above shall be rejected as non-responsive/unacceptable.
12. Commercial product literature in support of technical proposals shall be provided in electronic format (in accordance with the format guidelines, above). If commercial product literature is unavailable in electronic format is too voluminous to include as a telefax/datafax submission, the offeror shall reference the commercial product literature in the bid/offer documentation, providing a brief description of the literature, and shall retain the commercial product literature unless and until requested by the Contracting Officer to provide in hard copy format.

(End of Provision)

(LS7011)

- L-11 52.215-4511 ELECTRONIC AWARD NOTICE APR/1999
TACOM-RI
- a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.
- b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.
- c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

(End of provision)

(LS7012)

L-7 INSTRUCTIONS TO OFFERORS FOR SUBMISSION OF PROPOSALS

- Proposals shall be submitted in accordance with this section and Section L Clause entitled "Instructions For Oral Presentations". The Quality, the Carbon Fill and the Past Performance proposal shall be presented orally. All other factors shall be prepared and submitted in writing in accordance with the requirements of the solicitation and the instructions set forth below. The offeror shall have a total time limitation of 2 hours for the oral presentation. This time period does not include time required for questions. The question and answer session is limited to 1 hour.

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Proposal submission shall be in two phases. Phase I shall consist of the written Technical/ Design proposal only. Those offerors who pass Phase I will be invited to present an oral presentation (Phase II) addressing the evaluation factors listed in Section M (1) Technical/Carbon Fill (2) Quality and (3) Past Performance. A common closing date will provided for submission of the briefing charts as well as the written Small Business Participation and price proposals.

Offeror's Submission Requirements:

FACTOR	TITLE	TYPE OF PRESENTATION	NUMBER OF COPIES	PAGE/TIME LIMIT
1.	Technical			
	- Design	WRITTEN	1 (ELECTRONIC)	50 pgs
	- Carbon Fill	ORAL	N/A	Within time limitation
2.	Quality	ORAL	N/A	Within time limitation
	- Quality Program			
	- Statistical Process Control			
	- Testing/Test Equipment			
3.	Past Performance	ORAL	N/A	Within time limitation
4.	Small Business (SB) Participation	WRITTEN	1 (ELECTRONIC)	As required
5.	Price	WRITTEN	1 (ELECTRONIC)	Per Section B

1. Technical.

This factor consists of two subfactors, Design and Carbon Fill.

a. Design. The offeror shall describe its proposed canister design and demonstrate how design components have or will meet or exceed the requirements of performance specification, MIL-PRF-51560. Descriptions should include sketches or drawings and should state the basis for performance claims. The offeror shall also identify the material composition of its proposed canister. The offeror shall certify and provide objective evidence that the materials are not hazardous to skin contact and are free of toxic, noxious, or offensive emissions in excess of the limits recommended by the American Conference of Governmental Industrial Hygienists (1330 Kemper Meadows Drive, Cincinnati, OH 45240 publication ISBN 0-936712-96-1) when the canister is used within the specified environmental conditions of -25 F to 120 F. (Note: Offerors are advised that the Government may incorporate all or portions of an offeror's design into the contract. To the extent an offeror's design is incorporated into the contract and there is a conflict between the design and the performance specification, the performance specification shall govern. The offeror assumes all risk of meeting the performance specification for any aspects of its proposed design that are incorporated into the contract. Proprietary data, properly marked, will be treated as such and will not be released outside the government.

b. Carbon Fill. The offeror shall describe its carbon fill equipment and design as it pertains to achieving a quality carbon bed in the canister. The offeror shall identify key parameters that will be controlled to obtain a quality bed of carbon; one that is able to withstand rough handling and meet or exceed minimum gas life requirements without exceeding airflow resistance requirements cited in the performance specification. The offeror must provide sufficient details to allow the Government to determine how the equipment or manufacturing process will assure that these key factors are met or exceeded.

2. Quality.

This factor consists of three subfactors, Quality Program, Statistical Process Control, and Test Equipment.

a. Quality Program: The offeror shall describe its quality program and identify whether it is equivalent to ISO

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9001, 9002, ISO 14000, Mil-I-45208A, Mil-Q-9858A, QS9000 or CP2. Include dates of any approvals or certifications to these programs and who certified them. State whether the same or similar items were produced under one of these programs.

b. Statistical Process Control (SPC): The offeror shall describe its general SPC program, including any approval dates and the approving authority. Describe the planned application of SPC to C2A1 canister production, including the processes and characteristics to be charted. State which processes the offeror sees as the keys to successfully producing this canister.

c. Testing/Test Equipment: The offeror shall describe the testing required and demonstrate an understanding of the test requirements. Identify whether testing will be done in house or at an outside lab. Identify test equipment type, source and quantity, lab layout and test for the C2A1 canister production. Provide documentation showing the identified lab is currently certified by SBCCOM (formerly CBDCOM) or a milestone plan for achieving certification for testing C2 canisters. State whether the lab has been or was previously certified by SBCCOM (formerly CBDCOM) within the last three years.

3. Past Performance.

a. The offeror shall describe all relevant Government and commercial contracts it or its proposed subcontractors have performed during the last three years. A contract is considered relevant if it exceeds \$100,000 and involves the production of filter items requiring carbon bed filling, and comparable gas life testing skills. Subcontractors and their relevant contracts must be identified and described if they are providing components or services integral to the chemical protective function of the canister.

b. At a minimum, the oral presentation and briefing charts shall include the description for each contract with the following information:

- 1) Commercial or Department of Defense Contract Number. Use Procurement Instrument Identification Number (i.e., DAAE20-96-C-9999).
- 2) Award Date. Use the date the award document was signed by the Contracting Officer in Month/Day/Year format.
- 3) The Commercial/Government Entity (CAGE) code used for each contract. Use the five digit CAGE code as defined in Department of Defense Federal Acquisition Supplement (204.670-1).
- 4) Place of Performance. Provide the addresses where the majority of the contract performance took/or will take place.
- 5) Original Contract Value.
- 6) Current Contract Value.
- 7) Original Delivery Schedule. Start from the "Original" awarded delivery schedule (to include scheduled receipt of First Article, if required) through the final production delivery schedule.
- 8) Current/Revised Delivery Schedule. Start from the "revised" delivery schedule (to include scheduled receipt of First Article, if required) through the final production delivery schedule. For the delivery(s) which did not meet the "original" schedule or were 30 or more days delinquent, provide a brief explanation of the reason(s) for each delay, and any corrective action(s) taken to avoid recurrence.
- 9) Listing of Quality Deficiency Reports (QDRs) (Standard Form 368), Corrective Action Requests (CAR), Requests for Waiver (RFW) and Request for Deviation (RFD) against these listed contracts to include a brief summary of the contents, current status of each, validity, impact on item performance and corrective actions to preclude recurrence.
- 10) Requirement. Provide a short narrative description of the item(s) on this contract. If applicable, provide the National Stock Numbers (NSNs).
- 11) Points of Contact. Provide names, addresses and phone numbers for each contract for the following: Contracting Officer, Administrative Contracting Officer, Contract Administrator, Quality Assurance Representative.
- 12) Narrative. Provide a narrative for each similar item contract cited, explaining the similarities of that contract's production requirements with the production requirements of this solicitation. Provide statements

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regarding record of conforming to the specifications and to standards of good workmanship, including administrative aspects of performance, i.e. production lot failure analysis, problem resolution , cooperative behavior, commitment to customer satisfaction, etc.

13) Terminations. The offeror shall provide the above listed information for ANY AND ALL contracts that have been terminated in whole or in part, for "any reason" (i.e., Termination for Default, Termination for Convenience, Mutual Termination) during the past THREE YEARS, to include those currently in the process of such termination, as well as those which are NOT similar to the proposed effort. Additionally, provide information on any Show Cause or Cure Notices issued during the last three years.

4. Small Business Participation_

a. Offerors are to identify the extent to which small businesses (SBs), HUBZone small business, small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), historically black colleges/universities or minority institutions (HBCU/MIs) would be utilized in the performance of this proposed contract. For small businesses, as defined by the Standard Industrial Code applicable to this solicitation, the offeror's own participation as a SB, HUBZone SB, SDB, WOSB, or HBCU/MI is to be identified, and will be considered in evaluating small business participation.

b. The offeror is to address the following factors in detail.

(1) All offerors are to provide:

(a) the names of SBs, HUBZone SBs, SDBs, WOSBs, or HBCU/MIs who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and the estimated total dollars of such work;

(b) a description of the offeror's performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8, including description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization.

(2) Offerors who are large businesses, as defined by the Standard Industrial Code applicable to this solicitation, to provide a description of their performance over the past three calendar years in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. Large businesses which have never held a contract incorporating 52-219-9 shall so state.

5. Price. Offerors shall submit unit prices for each pricing period per Section B of the solicitation.

*** END OF NARRATIVE L001 ***

L-8 INSTRUCTIONS FOR ORAL PRESENTATIONS

Those offerors who successfully pass Phase I, will be invited to present an oral presentation (Phase II) addressing the evaluation factors listed in Section M-(1) Technical/Carbon Fill (2) Quality and (3) Past Performance and will be requested to submit the written price proposal. The offerors will be given approximately 14 calendar days to submit the briefing charts and prices. The offeror is requested to provide a listing of names and position titles of all presenters and copies of all slides or other briefing material that will actually be used in the presentation. After the closing date for submission of offers (Phase II), no other changes to this written documentation will be accepted at the time of oral presentations.

The order of the oral presentations will be determined by drawing lots after the closing date of receipt of offers (Phase II). Offerors will be given the date, time and location of the Oral presentations within fourteen (14) calendar days after receipt of offers. The late proposal rule will not be applied to the oral presentations. The government reserves the right to reschedule oral presentations at the sole discretion of the Procuring Contracting Officer (PCO).

Offerors will make their oral presentations in person to the Technical Evaluation Panel. Submission of videotapes or other forms of media containing the presentation for evaluation is not authorized and such proposals shall be rejected.

Offeror's Presentation Team. Only members of the offeror's and proposed subcontractor's in-house staff may participate in the presentation, the only exception being any individuals who are proposed as key personnel to perform on the contract but are not currently employed by offeror or subcontractor. Offerors may bring no more than three representatives to the oral presentations. Total presentation time shall be no longer than 2 hours.

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The oral proposal presentation will be held at a conference room at the TACOM-RI, Rock Island, IL with conference room style seating and an overhead projector and screen or a powerpoint computer projection system (Government provided). No other visual aides will be permitted. The presentation will be videotaped by the Government. The government will provide the offeror with a copy of the videotaped presentation for their records.

No price information shall be included in the oral narrative or briefing charts.

The oral proposal presentation will begin with the presenter’s introduction of him/herself by name, position and company affiliation. The filming of the presentation will be immediately terminated at the completion of the 2 hour time limit, unless the Offeror completes its presentation prior to the expiration of the 2 hour limit. There will be a recess during which the government will caucus to whether to conduct a question and answer session for clarification of any points addressed which are unclear and may ask for elaboration by the offeror on any point which was not adequately supported. Any such interchange between the offeror and the Government will be for clarification only, and will not constitute discussions as defined in 15.610, as the government reserves the right to award without discussions (Reference Section L, FAR 52.215-1, "Instruction to Offerors-Competitive"). The question and answer session will not count against the 2 hour time limit. The question and answer period will not exceed 1 hour. Answers to questions will be videotaped and will be considered for evaluation purposes.

The government will not inform an offeror of their strengths, deficiencies, or weaknesses during the oral presentations or the question and answer period.

*** END OF NARRATIVE L002 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-2	9.306(c) FAR	FIRST ARTICLE APPROVAL	

a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

M-3	52.215-4507	EVALUATION OF OFFERS	MAR/1988
	ACALA		

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)

M-4	52.245-4519	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND	FEB/1996
	ACALA	RESEARCH PROPERTY	

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

_____ Offer is predicated on use of Government property in offeror's possession.

_____ Offer is predicated on use of Government property in possession of offeror's proposed subcontractors or vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement: _____

Number and Date: _____

Cognizant Government Agency (including address): _____

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(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: _____ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{T \times R \times P \times S}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision

Name of Offeror or Contractor:

refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

- (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7006)

M-2 THE GOVERNMENT WILL UTILIZE THE FOLLOWING EVALUATION SHEET FOR CLIN 0001 - EVALUATION PURPOSES ONLY. THE OFFEROR NEED NOT COMPLETE THE FOLLOWING:

SHEET FOR GOVERNMENT USE ONLY

CLIN 0001
NOUN: C2A1 CANISTER
NSN: 4240-01-361-1319

ORDERING PERIOD	QUANTITY RANGE	UNIT PRICE	X WEIGHT	= WEIGHTED UNIT PRICE	X QUANTITY MULTIPLIER	= WEIGHTED PRICE	= TOTAL WEIGHTED PRICE
01	35,000-105,000	\$_____	.05	\$_____	35,000	\$_____	
	105,001-210,000	\$_____	.60	\$_____	105,001	\$_____	
	210,001-350,000	\$_____	.25	\$_____	210,001	\$_____	
	350,001-525,000	\$_____	.05	\$_____	350,001	\$_____	
	525,001-720,000	\$_____	.05	\$_____	525,001	\$_____	\$_____
02	35,000-105,000	\$_____	.20	\$_____	35,000	\$_____	
	105,001-210,000	\$_____	.50	\$_____	105,001	\$_____	
	210,001-350,000	\$_____	.20	\$_____	210,001	\$_____	
	350,001-525,000	\$_____	.05	\$_____	350,001	\$_____	
	525,001-720,000	\$_____	.05	\$_____	525,001	\$_____	\$_____
03	35,000-105,000	\$_____	.20	\$_____	35,000	\$_____	
	105,001-210,000	\$_____	.50	\$_____	105,001	\$_____	
	210,001-350,000	\$_____	.20	\$_____	210,001	\$_____	
	350,001-525,000	\$_____	.05	\$_____	350,001	\$_____	
	525,001-720,000	\$_____	.05	\$_____	525,001	\$_____	\$_____

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04	35,000-105,000	\$_____	.20	\$_____	35,000	\$_____
	105,001-210,000	\$_____	.50	\$_____	105,001	\$_____
	210,001-350,000	\$_____	.20	\$_____	210,001	\$_____
	350,001-525,000	\$_____	.05	\$_____	350,001	\$_____
	525,001-720,000	\$_____	.05	\$_____	525,001	\$_____
						\$_____

05	35,000-105,000	\$_____	.50	\$_____	35,000	\$_____
	105,001-210,000	\$_____	.25	\$_____	105,001	\$_____
	210,001-350,000	\$_____	.15	\$_____	210,001	\$_____
	350,001-525,000	\$_____	.05	\$_____	350,001	\$_____
	525,001-720,000	\$_____	.05	\$_____	525,001	\$_____
						\$_____

CLIN 0001 - TOTAL EVALUATED PRICE
(WITHOUT FIRST ARTICLE) \$_____

CLIN 0002 - FIRST ARTICLE PRICE (CONTRACTOR TESTING) \$_____

CLIN 0002 - FIRST ARTICLE PRICE (GOVERNMENT TESTING) \$_____

*** END OF NARRATIVE M001 ***
M-3 EVALUATION OF OFFERS

The award of a contract will be made to the offeror whose proposal offers the best value to the Government based on an integrated assessment of five factors: (1) Technical, (2) Quality, (3) Past Performance, (4) Small Business Participation and (5) Price. The Technical factor contains two subfactors: Design and Carbon Fill. The Design subfactor will be evaluated on a go/no go basis. The Carbon Fill subfactor will be evaluated along with the remaining three factors on a best value basis. The nonprice factors are more important than price. Within the nonprice factors, the Carbon Fill, Quality and Past Performance are approximately of equal importance. The Small Business Participation is less important than each of these nonprice factors. However, if the non-priced factors of Carbon Fill, Quality, Past Performance and Small Business tend to equalize, price becomes more significant. Because this is a best value procurement, the Government reserves the right to make an award to someone other than the low priced offeror or the highest technically rated.

2. Any proposal that is unrealistically high or low in price may be deemed indicative of a failure to comprehend the Government’s requirements and may be rejected for such a reason. Offerors are urged to ensure that their proposals are submitted on the most favorable terms in order to reflect their best possible potential, since less than the optimal initial proposal could result in the exclusion of the offeror from further consideration.

3. An evaluation team has been assigned to review the proposals and assist the SSA in selecting an offeror. Offers which fail to meet established go/no go criteria will not be considered further.

4. Technical. Under this factor the Government will evaluate two subfactors, Design and Carbon fill.

a. Design. This factor will be evaluated on a Go/ No Go basis. A Go determination will be based on the following: The design proposed is based significantly on proven filtering (gas life and particulate) design principles. Those areas varying from proven design principles can be shown and easily evaluated to be capable of meeting the performance requirements for which it was designed or have data substantiating same. The offeror identifies all materials of

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construction and provides acceptable rationale/evidence with certification that materials do not pose health problems and claims are verifiable. The offeror shows an adequate understanding of the military unique requirements and chooses materials of construction which have inherent properties likely to meet the military unique requirements or has data showing compliance to requirements. Offers failing to meet this criteria will receive a No-Go determination.

b. Carbon-fill. The evaluation team will rate this factor as follows:

1. Excellent - The offeror demonstrates an excellent understanding of the key parameters affecting a quality carbon bed in its description of the carbon fill process and interrelates how specific equipment componentry will be used to obtain the parameters it believes are important. The offeror plans on using equipment which is capable of repeatedly controlling and obtaining the desired carbon bed properties (e.g. uniform particle size distribution, uniform compaction, avoidance of irregularities in carbon face surface, etc.). Integration of computer controlled process equipment would be representative of an excellent approach.
2. Good - The offeror demonstrates a good understanding of the key parameters affecting a quality carbon bed and describes adequately how its equipment will achieve these parameters. Manual control is acceptable for this rating. The fill equipment is capable of producing acceptable carbon beds although the equipment design and controls used may contribute to variance in carbon bed properties.
3. Marginal - The offeror fails to understand some of the parameters which are important for obtaining a quality carbon bed and its process equipment design reflects this. For instance, no measures are taken to assure that the carbon particle size is uniform or that there is uniform pressure applied to assure the carbon bed has uniform density. The equipment design is judged unlikely to achieve desired parameters in one or more areas leading to risk. Based on the equipment design some doubt exists regarding ability of the equipment to mass produce canisters with consistent carbon bed properties.
4. Unacceptable - The offeror in its description of the of the carbon fill equipment and process shows a lack of understanding of the parameters that are important for producing an acceptable carbon bed. The described carbon fill equipment is judged incapable of achieving desired carbon bed characteristics. The poor equipment design does not necessarily mean acceptable canisters can not be made, rather that there is high risk that the equipment design will produce canisters with high variance in their performance, greatly enhancing the probability of frequent lot rejection.

5. Quality. Under this factor the Government will evaluate three subfactors, Quality Program, Statistical Process Control, and Test Equipment. Quality Program and SPC are equally important. Test Equipment is least important.

a. Quality Program. The evaluation team will rate the this subfactor as follows:

1. Excellent: Contractor is CP2 certified.
2. Good: Contractor is certified to ISO 9001 or ISO 9002 or meets those requirements.
3. Adequate: Contractor has a previously approved quality system with milestones for upgrading to meet ISO 9001 or ISO 9002 prior to start of production.
4. Marginal: Contractor has an inspection system but no plan for meeting ISO 9001 or ISO 9002.
5. Unacceptable: Contractor has an inadequate inspection system or does not provide any information in his proposal.

b. Statistical Process Control (SPC)

1. Excellent: Has implemented an acceptable SPC plan. Uses SPC, design of equipment (DOE), advanced techniques as a management tool. Produces high quality material due to process control. Describes the planned application of statistical process control techniques to C2A1 Canister production and identifies the processes seen as keys to successful production of the canister.
2. Good: Has an acceptable and implemented SPC plan. Uses SPC generated data to improve processes. Describes the planned application of statistical process control techniques to canister production.
3. Adequate: Has an acceptable SPC plan. Generating data on some processes, but detailed plan may not be fully developed.

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4. Marginal: Does not have an acceptable SPC Plan. Provides milestones for development and implementation of SPC and shows a grasp of SPC concepts.
5. Unacceptable: Does not have an acceptable SPC Plan. Provides no information on how process is controlled.

c. Testing/Test Equipment

1. Excellent: The offeror demonstrates a thorough understanding of the test requirements. Currently has on hand all of the required test equipment. Has a laboratory, certified by SBCCOM (or former CBDCOM), to perform the testing required for this solicitation. Has test technicians familiar with operating the test equipment and has provided a well thought out plan for the location of the in-process as well as final acceptance test equipment.
2. Good: The offeror demonstrates a good understanding of the test requirements. Currently has on hand most of the required test equipment and has made arrangements for obtaining the remaining test equipment. Has test technicians familiar with operating the test equipment and has provided an acceptable plan for the location of the in-process as well as the final acceptance test equipment. Has milestones for getting lab certified.
3. Adequate: The offeror has some test equipment on hand and has made arrangements for obtaining the remaining required test equipment. Has test technicians on hand with familiarity with the required testing or has a very good idea of what type of expertise is required. Has a milestone chart for obtaining and installing test equipment, hiring test technicians, building a laboratory and obtaining certification from SBCCOM. His test equipment layout plan is adequate.
4. Marginal: Has little or no test equipment and no test technicians to operate the testers. There is no laboratory facility, test equipment layout plan is inadequate and his milestone chart for obtaining the equipment, personnel and certification is inadequate. Has minimal knowledge of the test requirements.
5. Unacceptable: Proposal did not address this factor.

6. Past Performance. The government will evaluate the relevancy and quality of the offeror's past performance as it relates to the probability of successful accomplishment of the required effort. Performance risks are those associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by that offeror's record of past performance. Consideration will be given to the degree to which the offeror has met all aspects of contract performance, including technical performance, delivery schedule conformance, and the offeror's general history of cooperative behavior and commitment toward customer satisfaction on relevant contracts as defined in Section L (within the past three years). A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the selection process. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal. As part of this effort, evaluators will consider relevant data extrinsic to the proposal which is otherwise available to the government. This information will then be assessed along with the offeror's proposal to determine the performance risk. Offerors are reminded that while the government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors. The evaluation team will rate this area as follows:

1. Excellent: No doubt exists, based on past performance, that the offeror will successfully perform the required effort (Very low risk).
2. Good: Little doubt exists, based on past performance, that the offeror will successfully perform the required effort (Low Risk).
3. Adequate: Some doubt exists, based on past performance, that the offeror will successfully perform the required effort (Moderate risk).
4. Marginal: Substantial doubt exists, based on past performance, that the offeror will successfully perform the required effort (High risk).
5. Unacceptable: There is no doubt, based on past performance, that the offeror will not be able to successfully perform the required effort (Very High Risk).
6. Nuetral: No meaningful relevant record of past performance and no determination on risk or performance can be made (Unknown risk).

7. Small Business Participation

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a. The Government will evaluate the extent to which offerors identify, and commit to utilizing, SBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs in the performance of the contract. Such utilization may be as the prime contractor or a subcontractor, or as a member of a joint venture or teaming arrangement.

b. The evaluation will include the following:

(1) the extent to which the proposal specifically identifies SBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs and the estimated dollar value of their participation, including the participation of the offeror, if it is a SBs, HUBZone SBs, SDBs, WOSBs or an HBCU/MI;

(2) the complexity of the items/services to be furnished by SBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs;

(3) the extent of participation of such concerns in terms of the value of the total contract amount; and

(4) an assessment of the risk, based upon past performance, of the offeror actually achieving the involvement of small business concerns as proposed. Such assessment will include:

a) for all offerors, an evaluation of performance over the past three calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns;

b) for offerors who are large businesses as defined by the Standard Industrial Code applicable to this solicitation, an additional evaluation of past performance over the last three calendar years in complying with the requirements of FAR 52.219-9, Small Business Subcontracting Plan. Where a large business has not held a contract that included 52.219-9, its prior performance will be evaluated against 52.219-8 only.

c. The evaluation team will rate the Small Business Participation as follows:

1. Excellent: Proposal includes a substantial portion of the work, in terms of dollar value (more than 20%) and complexity, to be performed in the Small Business (SB), HUBZone SB, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/ Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has substantive evidence suggesting prior achievement of subcontracting plans or policy goals. Based on the proposal and past performance history, the offeror's proposed goals and/or actions are substantial and are considered very realistic (Very low risk).

2. Good: Proposal includes a significant portion of the work in terms of dollar value (more than 15%) to be performed in the Small Business (SB), HUBZone SB, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/ Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of most subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are significant and are considered realistic (Low risk).

3. Adequate: Proposal includes a reasonable portion of the work in terms of dollar value (more than 10%) or complexity to be performed in the Small Business (SB), HUBZone SB, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/ Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of some subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are adequate and could be met if the offeror focuses attention on them (Moderate risk).

4. Marginal: Proposal includes a minimal portion of the work in terms of dollar value (less than 10%) and complexity to be performed in the Small Business (SB), HUBZone SB, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/ Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or subcontractors or team members. Based on the offeror's proposal and/or past performance history, there is little likelihood that more than a minimal portion of the work will be performed in this sector. (High risk)

5. Poor: Offeror demonstrates little or no commitment to using SBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs. There is no evidence that the offeror met his prior goals and/or shows no serious commitment and did not provide adequate justification for not doing so. Based on the proposal and/or past performance history, there is negligible likelihood that anything other than a token portion of the work will be performed in this sector. (Very high risk)

8. Price. The offeror shall be evaluated based on the proposal's total overall evaluated price to the Government. The proposed contract price will also be evaluated for reasonableness. Reasonableness means that the cost does not exceed what would

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be incurred by a prudent business person in the conduct of competitive business.

*** END OF NARRATIVE M002 ***